

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

v.

D.L.C. GROUP, INC. and
ROBERT T. NOWACKI,

Defendants.

Case No. 21-cv-1671

COMPLAINT

Plaintiff, PNC Bank, National Association, (referred to herein as “Plaintiff”, “Bank” or “PNC”), by its attorneys Carlson Dash, LLC, for its complaint against defendants, D.L.C. Group, Inc. and Robert T. Nowacki, states as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction under 28 U.S.C. § 1332 based on the diversity of citizenship between PNC Bank, National Association and the named defendants, and the matter in controversy exceeds \$75,000.00 exclusive of interest and costs.

2. Venue is proper in this District under 28 U.S.C. § 1391(a) because either the defendants reside in this district and/or a substantial part of the events giving rise to the claims occurred in this District.

PARTIES

3. Plaintiff PNC Bank, National Association (“PNC” or the “Bank”) is a national banking association, the principal place of business is located in Pennsylvania, and the state designated on its origination certificate is Delaware.

4. D.L.C. Group, Inc. (“D.L.C.”) is an Illinois corporation with its principal place of business at 4415 N Sayre Avenue, Harwood Heights, IL 60706.

5. Upon information and belief, Robert T. Nowacki is a citizen of Illinois and resident of the State of Illinois residing at 7616 W. Norridge St., Norridge, IL 60706.

COUNT I
(Breach of Line of Credit Agreement Against D.L.C. Group, Inc.)

6. On October 4, 2017, D.L.C. Group, Inc. (the “Borrower”) executed a Choice Credit for Business Loan Application/SBA Express Credit Application seeking a \$100,000.00 line of credit (the “Credit Application”). A copy of the Credit Application is attached as **Exhibit A**. As part of the Credit Application, the Borrower agreed to be bound by the Business Banking Line of Credit Agreement (the “Agreement”). A copy of the Agreement is attached as **Exhibit B**.

7. Subsequently, the Bank approved the Credit Application and extended a line of credit to the Borrower.

8. Pursuant to the Credit Application and Agreement (collectively, the “Loan Documents”), the failure to make any payment when due is a default.

9. The Borrower has failed to make payments as required by the Loan Documents.

10. Owing to this default, the Bank has accelerated all amounts outstanding on the Loan Documents.

11. Despite demand, D.L.C. has failed and continues to fail to pay all amounts due under the Loan Documents.

12. PNC has performed all of its obligations under the Loan Documents.

13. The Agreement permits PNC to recover its reasonable attorneys’ fees and costs for enforcing the terms of the Agreement.

14. As a result of the foregoing, the Borrower is liable to the Bank for the amounts owed under the Loan Documents, including but not limited to, principal, interest, attorneys' fees and court costs.

15. As of March 22, 2021, there remained due and owing the sum of \$104,006.11 (including interest through that date). This figure does not include the additional interest, costs and attorneys' fees provided for and allowed by the Loan Documents. Additional interest continues to accrue at the per diem rate of \$12.75 and court costs and attorneys' fees continue to accrue.

WHEREFORE, PNC Bank, National Association prays that a judgment be entered in its favor against D.L.C. Group, Inc. in an amount to be proved at trial, plus court costs and attorneys' fees.

COUNT II
(Breach of Guaranty against Robert T. Nowacki)

16. The Bank incorporates by reference the allegation in paragraphs 1 through 15 above, as if fully restated here.

17. As part of the Credit Application, Robert T. Nowacki (the "Guarantor" or "Nowacki") agreed to guaranty all amounts owing from the Borrower to the Bank. A copy of the Credit Application was previously attached as Exhibit A.

18. The Borrower has defaulted under the terms of the Loan Documents.

19. Despite demand by PNC, Guarantor has failed and continues to fail to pay the amounts due under Nowacki's guaranty.

20. As a result of the foregoing, Nowacki is liable to PNC for the amounts owed under the Loan Documents, including, but not limited to, principal, interest, attorneys' fees and court costs.

21. Despite demand, Nowacki has failed to pay the amounts owing under his guaranty of the obligations of the Borrower.

22. As of March 22, 2021, there remained due and owing the sum of \$104,006.11 (including interest through that date). This figure does not include the additional interest, costs and attorneys' fees provided for and allowed by the Loan Documents. Additional interest continues to accrue at the per diem rate of \$12.75 and court costs and attorneys' fees continue to accrue.

WHEREFORE, PNC Bank, National Association prays that a judgment be entered in its favor against Robert T. Nowacki in an amount to be proved at trial, plus court costs and attorneys' fees.

Respectfully submitted,

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Jonathan S. Safron
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